

AFFIDAVIT

State of Indiana

County of Hamilton

NAME OF INSURED: SINJEL, LLC

POLICY NUMBER: BMO 60763563

POLICY DATES: 04-15-2020 TO 04-15-2021

David Hager, archivist of

The Ohio Casualty Insurance Company and has compared the attached copies of the insurance policy number listed above and its endorsements with the original records of the policy of insurance and endorsements contained in the Company's files and that the same is a true and exact recital of all the provisions in the said original policy and endorsements attached thereto.



David Hager
Policy Copy Archivist

June 27, 2022



Coverage Is Provided by
The Ohio Casualty Insurance Company

Policy Number:
BMO (22) 60 76 35 63
Policy Period:
From 04/15/2021 To 04/15/2022
12:01 am Standard Time
at Insured Mailing Location

RESULT OF CANCELLATION

Named Insured & Mailing Address

SINJEL, LLC
472 FAIRFIELD DR
MADISON, MS 39110

Agent Mailing Address & Phone No.

(601) 362-9004
PYRON GROUP INC
PO BOX 55929
JACKSON, MS 39296-5929

Return Premium	\$852.00
Total Return Charges	\$852.00

Any paid but unearned premium will be returned separate from this notice.

The policy is cancelled effective 09/16/2021.

This policy cancelled due to: Company Request - Other than Non Payment

Issue Date

Authorized Representative

To report a claim, call your Agent or 1-844-325-2467

Exhibit A - Page 2

DS 70 25 01 08

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Policyholder Information

Named Insured & Mailing Address

SINJEL, LLC
472 FAIRFIELD DR
MADISON, MS 39110

Agent Mailing Address & Phone No.

(601) 362-9004
PYRON GROUP INC
PO BOX 55929
JACKSON, MS 39296-5929

Dear Policyholder:

Your
Commercial
Documents

We know you work hard to build your business. We work together with your agent,
PYRON GROUP INC (601) 362-9004
to help protect the things you care about. Thank you for selecting us.

THIS IS
NOT A
BILL

Enclosed are your insurance documents consisting of:

- Commercial Inland Marine

To find your specific coverages, limits of liability, and premium, please refer to your
Declarations page(s).

If you have any questions or changes that may affect your insurance needs, please
contact your Agent at (601) 362-9004



Reminders

- Verify that all information is correct
- If you have any changes, please contact your Agent at (601) 362-9004
- In case of a claim, call your Agent or 1-844-325-2467

You Need To Know

- CONTINUED ON NEXT PAGE

To report a claim, call your Agent or 1-844-325-2467 **Exhibit A - Page 4**

You Need To Know - continued**• NOTICE(S) TO POLICYHOLDER(S)**

The Important Notice(s) to Policyholder(s) provide a general explanation of changes in coverage to your policy. The Important Notice(s) to Policyholder(s) is not a part of your insurance policy and it does not alter policy provisions or conditions. Only the provisions of your policy determine the scope of your insurance protection. It is important that you read your policy carefully to determine your rights, duties and what is and is not covered.

FORM NUMBER	TITLE
CNI90 11 07 18	Reporting A Commercial Claim 24 Hours A Day
NP 72 42 02 20	Terrorism Insurance Premium Disclosure And Opportunity To Reject
NP 74 44 09 06	U.S. Treasury Department's Office of Foreign Assets Control (OFAC) Advisory Notice to Policyholders
NP 89 69 11 10	Important Policyholder Information Concerning Billing Practices
SNI04 01 01 20	Liberty Mutual Group California Privacy Notice

- This policy will be direct billed. You may choose to combine any number of policies on one bill with your billing account. Please contact your agent for more information.

REPORTING A COMMERCIAL CLAIM 24 HOURS A DAY

Liberty Mutual Insurance claims professionals across the United States are ready to resolve your claim quickly and fairly, so you and your team can focus on your business. Our claims teams are specialized, experienced and dedicated to a high standard of service.

We're Just a Call Away - One Phone Number to Report All Commercial Insurance Claims

Reporting a new claim has never been easier. A Liberty Mutual customer service representative is available to you 24/7 at 1(844)325-2467 for reporting new property, auto, liability and workers' compensation claims. With contact centers strategically located throughout the country for continuity and accessibility, we're there when we're needed!

Additional Resource for Workers' Compensation Customers

In many states, employers are required by law to use state-specific workers compensation claims forms and posting notices. This type of information can be found in the Policyholders Toolkit section of our website along with other helpful resources such as:

- Direct links to state workers compensation websites where you can find state-specific claim forms
- Assistance finding local medical providers
- First Fill pharmacy forms - part of our managed care pharmacy program committed to helping injured workers recover and return to work

Our Policyholder Toolkit can be accessed at www.libertymutualgroup.com/toolkit.

For all claims inquiries please call us at .

SINJEL, LLC

BMO (21) 60 76 35 63

From 04/15/2020 To 04/15/2021

472 FAIRFIELD DR
MADISON, MS 39110

(601) 362-9004
PYRON GROUP INC

PO BOX 55929
JACKSON, MS 39296-5929

TERRORISM INSURANCE PREMIUM DISCLOSURE AND OPPORTUNITY TO REJECT

This notice contains important information about the Terrorism Risk Insurance Act and its effect on your policy. Please read it carefully.

THE TERRORISM RISK INSURANCE ACT

The Terrorism Risk Insurance Act, including all amendments ("TRIA" or the "Act"), establishes a program to spread the risk of catastrophic losses from certain acts of terrorism between insurers and the federal government. If an individual insurer's losses from "certified acts of terrorism" exceed a specified deductible amount, the government will generally reimburse the insurer for a percentage of losses (the "Federal Share") paid in excess of the deductible, but only if aggregate industry losses from such acts exceed the "Program Trigger". An insurer that has met its insurer deductible is not liable for any portion of losses in excess of \$100 billion per year. Similarly, the federal government is not liable for any losses covered by the Act that exceed this amount. If aggregate insured losses exceed \$100 billion, losses up to that amount may be pro-rated, as determined by the Secretary of the Treasury.

Beginning in calendar year 2020, the Federal Share is 80% and the Program Trigger is \$200,000,000.

MANDATORY OFFER OF COVERAGE FOR "CERTIFIED ACTS OF TERRORISM" AND DISCLOSURE OF PREMIUM

TRIA requires insurers to make coverage available for any loss that occurs within the United States (or outside of the U.S. in the case of U.S. missions and certain air carriers and vessels), results from a "certified act of terrorism" AND that is otherwise covered under your policy.

A "certified act of terrorism" means:

[A]ny act that is certified by the Secretary [of the Treasury], in consultation with the Secretary of Homeland Security, and the Attorney General of the United States

- (i) to be an act of terrorism;
- (ii) to be a violent act or an act that is dangerous to
 - (I) human life;
 - (II) property; or
 - (III) infrastructure;
- (iii) to have resulted in damage within the United States, or outside of the United States in the case of
 - (I) an air carrier (as defined in section 40102 of title 49, United States Code) or United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States); or
 - (II) the premises of a United States mission; and

- (iv) to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

REJECTING TERRORISM INSURANCE COVERAGE - WHAT YOU MUST DO

We have included in your policy coverage for losses resulting from "certified acts of terrorism" as defined above.

THE PREMIUM CHARGE FOR THIS COVERAGE APPEARS ON THE DECLARATIONS PAGE OF THE POLICY AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT. If we are providing you with a quote, the premium charge will also appear on your quote as a separate line item charge.

IF YOU CHOOSE TO REJECT THIS COVERAGE, PLEASE CHECK THE BOX BELOW, SIGN THE ACKNOWLEDGMENT, AND RETURN THIS FORM TO YOUR AGENT: **Please ensure any rejection is received within thirty (30) days of the effective date of your policy.**

Before making a decision to reject terrorism insurance, refer to the Disclaimer for Standard Fire Policy States located at the end of this Notice.

☐ I hereby reject this offer of coverage. I understand that by rejecting this offer, I will have no coverage for losses arising from "certified acts of terrorism" and my policy will be endorsed accordingly.

Policyholder/Applicant's Signature

Print Name

Date Signed

Named Insured

Policy Number

SINJEL, LLC

BMO (21) 60 76 35 63

Policy Effective/Expiration Date

From 04/15/2020 To 04/15/2021

IF YOU REJECTED THIS COVERAGE, PLEASE RETURN THIS FORM TO YOUR AGENT.

Note: Certain states (currently CA, GA, IA, IL, ME, MO, NY, NC, NJ, OR, RI, WA, WI and WV) mandate coverage for loss caused by fire following a "certified act of terrorism" in certain types of insurance policies. If you reject TRIA coverage in these states on those policies, you will not be charged any additional premium for that state mandated coverage.

The summary of the Act and the coverage under your policy contained in this notice is necessarily general in nature. Your policy contains specific terms, definitions, exclusions and conditions. In case of any conflict, your policy language will control the resolution of all coverage questions. Please read your policy carefully.

If you have any questions regarding this notice, please contact your agent.

NP 74 44 09 06

**U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN
ASSETS CONTROL ("OFAC")
ADVISORY NOTICE TO POLICYHOLDERS**

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**

Please refer any questions you may have to your insurance agent.

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site - <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

IMPORTANT POLICYHOLDER INFORMATION CONCERNING BILLING PRACTICES

Dear Valued Policyholder: This insert provides you with important information about our policy billing practices that may affect you. Please review it carefully and contact your agent if you have any questions.

Premium Notice: We will mail you a policy Premium Notice separately. The Premium Notice will provide you with specifics regarding your agent, the account and policy billed, the billing company, payment plan, policy number, transaction dates, description of transactions, charges/credits, policy amount balance, minimum amount, and payment due date. This insert explains fees that may apply to and be shown on your Premium Notice.

Available Premium Payment Plans:

- **Annual Payment Plan:** When this plan applies, you have elected to pay the entire premium amount balance shown on your Premium Notice in full. No installment billing fee applies when the Annual Payment Plan applies.
- **Installment Payment Plan:** When this plan applies, you have elected to pay your policy premium in installments (e.g.: quarterly or monthly installments - Installment Payment Plans vary by state). As noted below, an installment fee may apply when the Installment Payment Plan applies.

The Premium Payment Plan that applies to your policy is shown on the top of your Premium Notice. Please contact your agent if you want to change your Payment Plan election.

Installment Payment Plan Fee: If you elected to pay your premiums in installments using the Installment Premium Payment Plan, an installment billing fee applies to each installment bill. The installment billing charge will not apply, however, if you pay the entire balance due when you receive the bill for the first installment. Because the amount of the installment charge varies from state to state, please consult your Premium Notice for the actual fee that applies.

Dishonored Payment Fee: Your financial institution may refuse to honor the premium payment withdrawal request you submit to us due to insufficient funds in your account or for some other reason. If that is the case, and your premium payment withdrawal request is returned to us dishonored, a payment return fee will apply. Because the amount of the return fee varies from state to state, please consult your Premium Notice for the actual fee that applies.

Late Payment Fee: If we do not receive the minimum amount due on or before the date or time the payment is due, as indicated on your Premium Notice, you will receive a policy cancellation notice effective at a future date that will also reflect a late payment fee charge. Issuance of the cancellation notice due to non-payment of a scheduled installment(s) may result in the billing and collection of all or part of any outstanding premiums due for the policy period. Late Payment Fees vary from state to state and are not applicable in some states.

Special Note: Please note that some states do not permit the charging of certain fees. Therefore, if your state does not allow the charging of an Installment Payment Plan, Dishonored Payment or Late Payment Fee, the disallowed fee will not be charged and will not be included on your Premium Notice.

EFT-Automatic Withdrawals Payment Option: When you select this option, you will not be sent Premium Notices and, in most cases, will not be charged installment fees. For more information on our EFT-Automatic Withdrawals payment option, refer to the attached policyholder plan notice and enrollment sheet.

Once again, please contact your agent if you have any questions about the above billing practice information.

Thank you for selecting us to service your insurance needs.

LIBERTY MUTUAL GROUP CALIFORNIA PRIVACY NOTICE

Commercial Lines (excluding Workers' Compensation)

(Effective January 1, 2020)

Liberty Mutual Group and its affiliates, subsidiaries, and partners (collectively "Liberty Mutual" or "we", "us" and "our") provide insurance to companies and other insurers. This Privacy Notice explains how we gather, use, and share your data. This Privacy Notice applies to you if you are a **Liberty Mutual commercial line insured or are a commercial line claimant residing in California**. It does not apply to covered employees or claimants under Workers' Compensation policies. If this notice does not apply to you, go to libertymutual.com/privacy to review the applicable Liberty Mutual privacy notice.

What Data Does Liberty Mutual Gather?

We may collect the following categories of data:

- **Identifiers**, including a real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security Number, driver's license number, or other similar identifiers;
- **Personal information described in California Civil Code 1798.80(e)**, such as your name, signature, Social Security Number, physical characteristics or description, address, telephone number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, financial information, medical information, or health insurance information;
- **Protected classification characteristics**, including age, race, color, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, or veteran or military status;
- **Commercial information**, including records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories and tendencies;
- **Internet or other similar network activity**, including browsing history, search history, information on a consumer's interaction with a website, application, or advertisement;
- **Professional or employment related information**, including current or past job history or performance evaluations;
- **Inferences drawn from other personal information**, such as a profile reflecting a person's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes;
- **Risk data**, including data about your driving and/or accident history; this may include data from consumer reporting agencies, such as your motor vehicle records and loss history information, health data, or criminal convictions; and
- **Claims data**, including data about your previous and current claims, which may include data regarding your health, criminal convictions, third party reports, or other personal data.

For information about the types of personal data we have collected about California consumers in the past twelve (12) months, please go to libertymutual.com/privacy and click on the link for the California Supplemental Privacy Policy.

How We Get the Personal Data:

We gather your personal data directly from you . For example, you provide us with data when you:	We also gather your personal data from other people . For example:
● ask about, buy insurance or file a claim	● your insurance agent or broker
● pay your policy	● your employer, association or business (if you are insured through them)

● visit our websites, call us, or visit our office	● our affiliates or other insurance companies about your transactions with them
	● consumer reporting agencies, Motor Vehicle Departments, and inspection services, to gather your credit history, driving record, claims history, or value and condition of your property
	● other public directories and sources
	● third parties, including other insurers, brokers and insurance support organizations who you have communicated with about your policy or claim, anti-fraud databases, sanctions lists, court judgments and other databases, government agencies, open electoral register or in the event of a claim, third parties including other parties to the claim witnesses, expert loss adjustors and claim handlers
	● other third parties who take out a policy with us and are required to provide your data such as when you are named as a beneficiary or where a family member has taken out a policy which requires your personal data

For information about how we have collected personal data in the past twelve (12) months, please go to libertymutual.com/privacy and click on the link for the California Supplemental Privacy Policy.

How Does Liberty Mutual Use My Data?

Liberty Mutual uses your data to provide you with our products and services, and as otherwise provided in this Privacy Notice. Your data may be used to:

<u>Business Purpose</u>	<u>Data Categories</u>
Market, sell and provide insurance. This includes for example: <ul style="list-style-type: none"> ● calculating your premium; ● determining your eligibility for a quote; ● confirming your identity and service your policy; 	<ul style="list-style-type: none"> ● Identifiers ● Personal Information ● Protected Classification Characteristics ● Commercial Information ● Internet or other similar network activity ● Professional or employment related information ● Inferences drawn from other personal information ● Risk data ● Claims data
Manage your claim. This includes, for example: <ul style="list-style-type: none"> ● managing your claim, if any; ● conducting claims investigations; ● conducting medical examinations; ● conducting inspections, appraisals; ● providing roadside assistance; ● providing rental car replacement, or repairs; 	<ul style="list-style-type: none"> ● Identifiers ● Personal Information ● Protected Classification Characteristics ● Commercial Information ● Internet or other similar network activity ● Professional or employment related information ● Inferences drawn from other personal information

	<ul style="list-style-type: none"> ● Risk data ● Claims data
Day to Day Business and Insurance Operations. This includes, for example: <ul style="list-style-type: none"> ● creating, maintaining, customizing and securing accounts; ● supporting day-to-day business and insurance related functions; ● doing internal research for technology development; ● marketing and creating products and services; ● conducting audits related to a current contact with a consumer and other transactions; ● as described at or before the point of gathering personal data or with your authorization; 	<ul style="list-style-type: none"> ● Identifiers ● Personal Information ● Protected Classification Characteristics ● Commercial Information ● Internet or other similar network activity ● Professional or employment related information ● Inferences drawn from other personal information ● Risk data ● Claims data
Security and Fraud Detection. This includes for example: <ul style="list-style-type: none"> ● detecting security issues; ● protecting against fraud or illegal activity, and to comply with regulatory and law enforcement authorities; ● managing risk and securing our systems, assets, infrastructure and premises; roadside assistance, rental car replacement, or repairs ● help to ensure the safety and security of Liberty staff, assets and resources, which may include physical and virtual access controls and access rights management; ● supervisory controls and other monitoring and reviews, as permitted by law; and emergency and business continuity management; 	<ul style="list-style-type: none"> ● Identifiers ● Personal Information ● Protected Classification Characteristics ● Commercial Information ● Internet or other similar network activity ● Professional or employment related information ● Inferences drawn from other personal information ● Risk data ● Claims data
Regulatory and Legal Requirements. This includes for example: <ul style="list-style-type: none"> ● controls and access rights management; ● to evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of ● Liberty's assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal data held by Liberty is among the assets transferred; ● exercising and defending our legal rights and positions; ● to meet Liberty contract obligations; ● to respond to law enforcement requests and as required by applicable law, court order, or governmental regulations; ● as otherwise permitted by law 	<ul style="list-style-type: none"> ● Identifiers ● Personal Information ● Protected Classification Characteristics ● Commercial Information ● Internet or other similar network activity ● Professional or employment related information ● Inferences drawn from other personal information ● Risk data ● Claims data

Improve Your Customer Experience and Our Products. This includes for example: <ul style="list-style-type: none"> ● improve your customer experience, our products and service; ● to provide, support, personalize and develop our website, products and services; ● create and offer new products and services; 	<ul style="list-style-type: none"> ● Identifiers ● Personal Information ● Commercial Information ● Internet or other similar network activity ● Professional or employment related information ● Inferences drawn from other personal information ● Risk data ● Claims data
Analytics to identify, understand and manage our risks and products. This includes for example: <ul style="list-style-type: none"> ● conducting analytics to better identify, understand and manage risk and our products; 	<ul style="list-style-type: none"> ● Identifiers ● Personal Information ● Protected Classification Characteristics ● Commercial Information ● Internet or other similar network activity ● Professional or employment related information ● Inferences drawn from other personal information ● Risk data ● Claims data
Customer service and technical support. This includes for example: <ul style="list-style-type: none"> ● answer questions and provide notifications; ● provide customer and technical support; 	<ul style="list-style-type: none"> ● Identifiers ● Personal Information ● Commercial Information ● Internet or other similar network activity ● Professional or employment related information ● Inferences drawn from other personal information ● Risk data ● Claims data

How Does Liberty Mutual Share My Data?

Liberty Mutual does not sell your personal data as defined by the California Consumer Privacy Act.

Liberty Mutual shares personal data of California consumers with the following categories of third parties:

- Liberty Mutual affiliates;
- Service Providers;
- Public entities and institutions (e.g. regulatory, quasi-regulatory, tax or other authorities, law enforcement agencies, courts, arbitrational bodies, and fraud prevention agencies);
- Professional advisors including law firms, accountants, auditors, and tax advisors;
- Insurers, re-insurers, policy holders, and claimants; and
- As permitted by law.

Liberty Mutual shares the following categories of personal data regarding California consumers to service providers for business purposes:

Identifiers
Protected Classification Characteristics;
Internet or other similar network activity;
Inferences drawn from other personal information;
Professional, employment, and education information;

Personal Data;
Commercial Information;
Claims Data;
Risk Data;

For information about how we have shared personal information in the past twelve (12) months, please go to libertymutual.com/privacy and click on the link for the California Supplemental Privacy Policy.

What Privacy Rights Do I Have?

The California Consumer Privacy Act provides California residents with specific rights regarding personal information. These rights are subject to certain exceptions. Our response may be limited as permitted under law.

Access or Deletion

You may have the right to request that Liberty Mutual disclose certain information to you about our collection and use of your personal data in the twelve (12) months preceding such request, including a copy of the personal data we have collected. You also may have the right to request that Liberty Mutual delete personal data that Liberty Mutual collected from you, subject to certain exceptions.

Specifically, you have the right to request that we disclose the following to you, in each case for the twelve (12) month period preceding your request:

- the categories of personal data we have collected about you;
- the categories of sources from which the personal data was/is collected;
- our business or commercial purpose for collecting personal data;
- the categories of third parties with whom we share personal data;
- the specific pieces of data we have collected about you;
- the categories of personal data about you, if any, that we have disclosed for monetary or other valuable consideration, including the categories of third parties to which we have disclosed the data, by category or categories of personal data for each third party to which we disclosed the personal data; and
- the categories of personal data about you that we disclosed for a business purpose.

You can make a request by either:

Calling:	800-344-0197
Online:	libertymutualgroup.com/privacy-policy/data-request
Mail:	Attn: Privacy Office Liberty Mutual Insurance Company 175 Berkeley St., 6th Floor Boston, MA 02116

You may also make a verifiable consumer request on behalf of your minor child.

You or your authorized agent may only make a verifiable consumer request for access or data deletion twice within a twelve (12) month period. The verifiable consumer request must provide sufficient information that allows Liberty Mutual to reasonably verify that you are the person about whom Liberty Mutual collected personal data or an authorized representative of such person; and describe your request with sufficient detail that allows Liberty Mutual to properly understand, evaluate, and respond to it. For more information about how Liberty Mutual will verify your identity and how an authorized agent may make a request on your behalf, go to libertymutual.com/privacy and click on the California Supplemental Privacy Policy.

Response Timing

Liberty Mutual will respond to a verifiable consumer request within forty-five (45) days of its receipt. If more time is needed, Liberty Mutual will inform you of the reason and extension period in writing.

Any disclosures that will be provided will only cover the twelve (12) month period preceding our receipt of the verifiable consumer request. If Liberty Mutual is unable to fulfill your request, you will be provided with the reason that the request cannot be completed. For more information about how we will respond to requests, go to libertymutual.com/privacy and click on the California Supplemental Privacy Policy.

Rights to opt in and out of data selling

California consumers have the right to direct businesses not to sell your personal data (opt-out rights), and personal data of minors under 16 years of age will not be sold, as is their right, without theirs or their parents' opt-in consent. Liberty Mutual does not sell the personal data of consumers. For more information, go to libertymutual.com/privacy and click on the California Supplemental Privacy Policy.

No account needed

You do not need to create an account with Liberty Mutual to exercise your rights. Liberty Mutual will only use personal data provided in a request to review and comply with the request.

No discrimination

You have the right not to be discriminated against for exercising any of your CCPA rights. Unless permitted by the CCPA, exercising your rights will not cause Liberty Mutual to:

- Deny you goods or services;
- Charge you different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties;
- Provide you a different level or quality of goods or services; or
- Suggest that you may receive a different price or rate for goods or services, or a different level or quality of goods or services.

Will Liberty Mutual Update This Privacy Notice?

We reserve the right to make changes to this notice at any time and for any reason. The updated version of this policy will be effective once it is accessible. You are responsible for reviewing this policy to stay informed of any changes or updates.

Who Do I Contact Regarding Privacy?

If you have any questions or comments about this Notice or the Supplemental CCPA Notice, your rights, or are requesting the Notice in an alternative format, please do not hesitate to contact Liberty Mutual at:

Phone: 800-344-0197
Email: privacy@libertymutual.com
Postal Address: Attn: Privacy Office
Liberty Mutual Insurance Company
175 Berkeley St., 6th Floor
Boston, MA 02116

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Coverage Is Provided By:
The Ohio Casualty Insurance CompanyPolicy Number:
BMO(21) 60 76 35 63
Policy Period:
From 04/15/2020 To 04/15/2021
12:01 am Standard Time
at Insured Mailing Location**Common Policy Declarations****Named Insured & Mailing Address**SINJEL, LLC
472 FAIRFIELD DR
MADISON, MS 39110**Agent Mailing Address & Phone No.**(601) 362-9004
PYRON GROUP INC
PO BOX 55929
JACKSON, MS 39296-5929**Named Insured Is:** LIMITED LIABILITY COMPANY**Named Insured Business Is:** PURCHASED LARGE RETAIL BUILDING TO RENOVATE WITH PLANS TO
LEASE/MANAGE.*In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to
provide the insurance as stated in this policy.***SUMMARY OF COVERAGE PARTS AND CHARGES**

This policy consists of this Common Policy Declarations page, Common Policy Conditions, Coverage Parts
(which consist of coverage forms and other applicable forms and endorsements, if any, issued to form a part of
them) and any other forms and endorsements issued to be part of this policy.

COVERAGE PART**CHARGES**

Commercial Inland Marine

\$1,471.00

Total Charges for all of the above coverage parts: \$1,471.00
Certified Acts of Terrorism Coverage: \$7.00 (Included)

*Note: This is not a bill***IMPORTANT MESSAGES**

**IN THE EVENT OF CANCELLATION BY THE NAMED INSURED, THE COMPANY SHALL RETAIN NO LESS
THAN \$500.00 OF THE POLICY PREMIUM AS THE MINIMUM EARNED PREMIUM INCLUDING
CERTIFIED ACTS OF TERRORISM COVERAGE, PLUS ANY APPLICABLE TAXES AND SURCHARGES.**

Issue Date

Authorized Representative

*To report a claim, call your Agent or 1-800-366-6446***Exhibit A - Page 18**

DS 70 21 11 16



Policy Number:
BMO (21) 60 76 35 63
Policy Period:
From 04/15/2020 To 04/15/2021
12:01 am Standard Time
at Insured Mailing Location

Common Policy Declarations**Named Insured**

SINJEL, LLC
472 FAIRFIELD DR
MADISON, MS 39110

Agent

(601) 362-9004
PYRON GROUP INC
PO BOX 55929
JACKSON, MS 39296-5929

SUMMARY OF LOCATIONS

0001 3750 Highway 80 W, Jackson, MS 39209-7504

POLICY FORMS AND ENDORSEMENTS

This section lists the Forms and Endorsements for your policy. Refer to these documents as needed for detailed information concerning your coverage.

FORM NUMBER**TITLE**

CL 01 00 03 99	Common Policy Conditions
CL 02 06 01 01	Amendatory Endorsement - Mississippi
CL 06 00 01 15	Certified Terrorism Loss
CL 07 00 10 06	Virus or Bacteria Exclusion
CL 16 50 06 06	Conditional Nuclear, Biological, and Chemical Terrorism Exclusion
CM 88 46 06 16	Mortgageholders Schedule
IM 20 49 08 09	Amendatory Endorsement - Mississippi
IM 70 54 05 07	Builders' Risk Coverage - Rehab And Reno Form
IM 70 72 04 04	Ordinance Or Law Coverage
IM 70 84 07 04	Mortgageholders Endorsement
IM 70 88 04 04	Windstorm Deductible

In witness whereof, we have caused this policy to be signed by our authorized officers.

Mark Touhey
Secretary

David Long
President

To report a claim, call your Agent or 1-844-325-2467
DS 70 21 11 16

Exhibit A - Page 19



Coverage Is Provided By
The Ohio Casualty Insurance Company

Policy Number:
BMO (21) 60 76 35 63
Policy Period:
From 04/15/2020 To 04/15/2021
12:01 am Standard Time
at Insured Mailing Location

**Commercial Inland Marine
Declarations**

Named Insured

Agent

SINJEL, LLC

(601) 362-9004
PYRON GROUP INC

SUMMARY OF CHARGES

Explanation of Charges	DESCRIPTION	PREMIUM
	Builders Risk	\$1,464.00
	Commercial Inland Marine Schedule Totals	\$1,464.00
	Certified Acts of Terrorism Coverage	\$7.00

Total Advance Charges: \$1,471.00

Note: This is not a bill

To report a claim, call your Agent or 1-844-325-2467 **Exhibit A - Page 20**

DS 70 22 01 08

60763563

LAUREN@P 420

INSURED COPY

000965

PAGE 17 OF 52



Coverage is Provided by:
The Ohio Casualty Insurance Company

Policy Number:
BMO (21) 60 76 35 63
Policy Period:
From 04/15/2020 To 04/15/2021
12:01 am Standard Time
at Insured Mailing Location

Commercial Inland Marine
Declarations Schedule

Named Insured

Agent

SINJEL, LLC

(601) 362-9004
PYRON GROUP INC

SCHEDULE OF COVERAGES

BUILDERS' RISK -- REHABILITATION AND RENOVATION

(The entries required to complete this schedule will
be shown below or on the "schedule of coverages".)

SCHEDULED JOBSITE

DESCRIPTION OF PROJECT

Replace roof, upgrade electrical and plumbing to
handle modern retail needs, update/replace
awnings/walkways, update and paint the facade.

SCHEDULED LOCATIONS

Loc. No.	Location	Limit
<u>0001</u>	<u>3750 Highway 80 W</u> <u>Jackson, MS 39209</u>	\$ <u> </u>

Job No.	Jobsite
<u>001</u>	<u>3750 Highway 80 W</u> <u>Jackson, MS 39209</u>

() Attach Additional Scheduled Jobsite Locations (check if applicable)

Building Materials Limit-- \$ 250,000
Existing Building Limit-- \$ 750,000

To report a claim, call your Agent or 1-844-325-2467

IM 70 59 05 07

Exhibit A - Page 21



The Ohio Casualty Insurance Company

Policy Number:
BMO (21) 60 76 35 63
Policy Period:
From 04/15/2020 To 04/15/2021
12:01 am Standard Time
at Insured Mailing Location

Commercial Inland Marine
Declarations Schedule

Named Insured**Agent**

SINJEL, LLC

(601) 362-9004
PYRON GROUP INC

SCHEDULED LOCATIONS**Existing Building Coverage (check one):**

- ☒ Coverage Provided
☐ Coverage Not Provided

Existing Building Valuation (check one):

- ☒ Stated Value
☐ Actual Cash Value

COVERAGE EXTENSIONS

Additional Debris Removal Expenses \$ 100,000
Limited Fungus Coverage \$ 15,000

SUPPLEMENTAL COVERAGES

Pollutant Cleanup and Removal \$ 10,000
Temporary Storage Locations \$ 10,000
Transit \$ 100,000

DEDUCTIBLE

Deductible Amount \$ 2,500

COINSURANCE (Select One)

- ☒ 100%
☐ Coinsurance Provisions Are Waived

COVERAGE LIMITATION

- ☒ **Vacant Building**-- "We" only cover a vacant "existing building" for 60 consecutive days from the inception date of this policy unless building permits have been obtained and rehabilitation or renovation work has begun on the "existing building".
☐ **Vacant Building Limitation Waived**

To report a claim, call your Agent or 1-844-325-2467

IM 70 59 05 07

Exhibit A - Page 22



Coverage is Provided by:
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Policy Number:
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Policy Period:
From 04/15/2020 To 04/15/2021
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**Commercial Inland Marine
Declarations Schedule**

Named Insured

Agent

SINJEL, LLC

(601) 362-9004
PYRON GROUP INC

SUPPLEMENTAL COVERAGES (cont)

WHEN COVERAGE CEASES

Coverage will end when one of the following first occurs:

1. this policy expires or is canceled;
2. a covered building or structure is accepted by the purchaser;
3. "your" insurable interest in the covered property ceases;
4. "you" abandon construction with no intent to complete it; or
5. a covered building or structure has been completed for more than 30 days (unless a different number of days is shown below).

Optional Number Of Days (replaces item 5. above if number is entered)

A covered building or structure has been completed for more than
____ days.

OPTIONAL COVERAGES AND ENDORSEMENTS

To report a claim, call your Agent or 1-844-325-2467

IM 70 59 05 07

Exhibit A - Page 23



Coverage is Provided by:
The Ohio Casualty Insurance Company

Policy Number:
BMO (21) 60 76 35 63
Policy Period:
From 04/15/2020 To 04/15/2021
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at Insured Mailing Location

**Commercial Inland Marine
Declarations Schedule**

Named Insured

Agent

SINJEL, LLC

(601) 362-9004
PYRON GROUP INC

EARTHQUAKE, FLOOD, AND SEWER BACKUP SCHEDULE

(The entries required to complete this schedule will
be shown below or on the "schedule of coverages".)

COVERAGE EXTENSIONS

SUPPLEMENTAL COVERAGES

EARTHQUAKE COVERAGE

- ☒ (X) Coverage Not Provided
☐ () Coverage Provided, as described below:

Earthquake Limit -- The most "we" pay
for loss to any one building or
structure is: \$ _____

Earthquake Catastrophe Limit -- The most
"we" pay for loss in any one occurrence is: \$ _____

FLOOD COVERAGE

- ☒ (X) Coverage Not Provided
☐ () Coverage Provided, as described below:

Flood Limit -- The most "we" pay
for loss to any one building or
structure is: \$ _____

Flood Catastrophe Limit -- The most
"we" pay for loss in any one occurrence is: \$ _____

SEWER BACKUP COVERAGE

- ☐ () Coverage Not Provided
☒ (X) Coverage Provided, as described below:

Sewer Backup Limit -- The most "we" pay
for loss to any one building or structure is: \$ 50,000

To report a claim, call your Agent or 1-844-325-2467

IM 70 86 00000

Exhibit A - Page 24



Coverage is Provided by:
The Ohio Casualty Insurance Company

Policy Number:
BMO (21) 60 76 35 63
Policy Period:
From 04/15/2020 To 04/15/2021
12:01 am Standard Time
at Insured Mailing Location

Commercial Inland Marine
Declarations Schedule

Named Insured

Agent

SINJEL, LLC

(601) 362-9004
PYRON GROUP INC

Sewer Backup Catastrophe -- The most
"we" pay for loss in any one occurrence is: \$ _____

DEDUCTIBLE

Check if applicable:

	Deductible Amount
() Earthquake Coverage	\$ _____
() Flood Coverage	\$ _____
(X) Sewer Backup Coverage	\$ <u>2,500</u>

To report a claim, call your Agent or 1-844-325-2467

IM 70 86 00000

Exhibit A - Page 25

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CL 0100 03 99

Page 1 of 1

COMMON POLICY CONDITIONS

1. **Assignment** -- This policy may not be assigned without "our" written consent.
2. **Cancellation** -- "You" may cancel this policy by returning the policy to "us" or by giving "us" written notice and stating at what future date coverage is to stop.

"We" may cancel this policy, or one or more of its parts, by written notice sent to "you" at "your" last mailing address known to "us". If notice of cancellation is mailed, proof of mailing will be sufficient proof of notice.

If "we" cancel this policy for nonpayment of premium, "we" will give "you" notice at least ten days before the cancellation is effective. If "we" cancel this policy for any other reason, "we" will give "you" notice at least 30 days in advance of cancellation. The notice will state the time that the cancellation is to take effect.

"Your" return premium, if any, will be calculated according to "our" rules. It will be refunded to "you" with the cancellation notice or within a reasonable time. Payment or tender of the unearned premium is not a condition of cancellation.
3. **Change, Modification, or Waiver of Policy Terms** - - A waiver or change of the "terms" of this policy must be issued by "us" in writing to be valid.
4. **Inspections** -- "We" have the right, but are not obligated, to inspect "your" property and operations at any time. This inspection may be made by "us" or may be made on "our" behalf. An inspection or its resulting advice or report does not warrant that "your" property or operations are safe, healthful, or in compliance with laws, rules, or regulations. Inspections or reports are for "our" benefit only.
5. **Examination of Books and Records** -- "We" may examine and audit "your" books and records that relate to this policy during the policy period and within three years after the policy has expired.

**AMENDATORY ENDORSEMENT
MISSISSIPPI**

1. Under Common Policy Conditions, Cancellation is deleted and replaced by the following:

Cancellation and Nonrenewal -- "You" may cancel this policy by returning the policy to "us" or by giving "us" written notice and stating at what future date coverage is to stop.

"We" may cancel or not renew this policy, or one or more of its parts, by written notice sent to "you" at "your" last mailing address known to "us". "Our" notice will state the reasons for cancellation. If notice of cancellation or nonrenewal is mailed, proof of mailing will be sufficient proof of notice.

If "we" cancel this policy for nonpayment of premium, "we" will give "you" notice at least ten days before the cancellation is effective. If "we" cancel this policy for any other reason, "we" will give "you" notice at least 30 days before cancellation is effective. The notice will state the time that the cancellation is to take effect.

If "we" do not renew this policy, "we" will give "you" notice at least 30 days before nonrenewal is effective.

"Your" return premium, if any, will be calculated according to "our" rules. It will be refunded to "you" with the cancellation notice or within a reasonable time. Payment or tender of the unearned premium is not a condition of cancellation.

2. Under Common Policy Conditions, the following condition is added:

Reduction in Coverage -- If "we" decide to reduce the coverage provided by this policy, "we" will give "you" notice at least 30 days before the reduction in coverage is effective.

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CL 0600 01 15

Page 1 of 1

This endorsement changes
the policy

-- PLEASE READ THIS CAREFULLY --

CERTIFIED TERRORISM LOSS

1. The following definitions are added.
 - a. "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security, and the Attorney General of the United States:
 - 1) to be an act of terrorism;
 - 2) to be a violent act or an act that is dangerous to human life, property, or infrastructure;
 - 3) to have resulted in damage:
 - a) within the United States; or
 - b) to an air carrier (as defined in section 40102 of title 49, United States Code); to a United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States), regardless of where the loss occurs; or at the premises of any United States mission;
 - 4) to have been committed by an individual or individuals, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion; and
 - 5) to have resulted in insured losses in excess of five million dollars in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act, as amended.
 - b. "Certified terrorism loss" means loss that results from a "certified act of terrorism".
2. The "terms" of any terrorism exclusion that is part of or that is attached to this Coverage Part are amended by the following provision:

This exclusion does not apply to "certified terrorism loss".
3. The following provision is added.

If the Secretary of the Treasury determines that the aggregate amount of "certified terrorism loss" has exceeded one hundred billion dollars in a calendar year (January 1 through December 31), and "we" have met "our" insurer deductible under the Terrorism Risk Insurance Act, as amended, "we" will not pay for any portion of "certified terrorism loss" that exceeds one hundred billion dollars. If the "certified terrorism loss" exceeds one hundred billion dollars in a calendar year (January 1 through December 31), losses up to one hundred billion dollars are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury under the Terrorism Risk Insurance Act, as amended.
4. The following provisions are added.
 - a. Neither the "terms" of this endorsement nor the "terms" of any other terrorism endorsement attached to this Coverage Part provide coverage for any loss that would otherwise be excluded by this Coverage Part under:
 - 1) exclusions that address war, military action, or nuclear hazard; or
 - 2) any other exclusion; and
 - b. the absence of any other terrorism endorsement does not imply coverage for any loss that would otherwise be excluded by this Coverage Part under:
 - 1) exclusions that address war, military action, or nuclear hazard; or
 - 2) any other exclusion.

CL 0600 01 15

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Page 1 of 1

This endorsement changes
the policy
-- PLEASE READ THIS CAREFULLY --

VIRUS OR BACTERIA EXCLUSION

DEFINITIONS

Definitions Amended --

When "fungus" is a defined "term", the definition of "fungus" is amended to delete reference to a bacterium.

When "fungus or related perils" is a defined "term", the definition of "fungus or related perils" is amended to delete reference to a bacterium.

PERILS EXCLUDED

The additional exclusion set forth below applies to all coverages, coverage extensions, supplemental coverages, optional coverages, and endorsements that are provided by the policy to which this endorsement is attached, including, but not limited to, those that provide coverage for property, earnings, extra expense, or interruption by civil authority.

1. The following exclusion is added under Perils Excluded, item 1.:

Virus or Bacteria --

"We" do not pay for loss, cost, or expense caused by, resulting from, or relating to any virus, bacterium, or other microorganism that causes disease, illness, or physical distress or that is capable of causing disease, illness, or physical distress.

This exclusion applies to, but is not limited to, any loss, cost, or expense as a result of:

- a. any contamination by any virus, bacterium, or other microorganism; or
- b. any denial of access to property because of any virus, bacterium, or other microorganism.

2. **Superseded Exclusions --** The Virus or Bacteria exclusion set forth by this endorsement supersedes the "terms" of any other exclusions referring to "pollutants" or to contamination with respect to any loss, cost, or expense caused by, resulting from, or relating to any virus, bacterium, or other microorganism that causes disease, illness, or physical distress or that is capable of causing disease, illness, or physical distress.

OTHER CONDITIONS

Other Terms Remain in Effect --

The "terms" of this endorsement, whether or not applicable to any loss, cost, or expense, cannot be construed to provide coverage for a loss, cost, or expense that would otherwise be excluded under the policy to which this endorsement is attached.

**CONDITIONAL NUCLEAR, BIOLOGICAL, AND
CHEMICAL TERRORISM EXCLUSION****NOTICE**

The Terrorism Risk Insurance Program (the Program), as established under federal law, is scheduled to terminate while your policy is in effect.

The Terrorism Exclusion found in this endorsement will apply only if the federal government does not renew, extend, or otherwise replace the Program or if the conditions, definitions, or requirements of the Program are changed by the federal government and federal law no longer requires that we make Terrorism Coverage available to you.

1. The Terrorism Exclusion set forth by this endorsement becomes effective on the earliest of the following:
 - a. the date that the federal Terrorism Risk Insurance Program (the Program) established by the Terrorism Risk Insurance Act has terminated with respect to the type of insurance provided by the Coverage Part to which this endorsement applies; or
 - b. the effective date of a renewal, extension, or replacement of the Program, if federal law no longer requires that "we" make terrorism coverage available to "you" and the Program has been renewed, extended, or replaced subject to changes that:
 - 1) redefine terrorism; or
 - 2) increase "our" financial exposure under the Program; or
 - 3) impose requirements on insurance coverage for terrorism that differ from the terms, amounts, or other limitations that otherwise govern coverage for loss or damage under the "terms" of the Coverage Part to which this endorsement applies.

If a condition described above under items 1.a. and 1.b. occurs prior to the effective date of the policy period to which this endorsement applies, the Terrorism Exclusion set forth by this endorsement applies as of the effective date of that policy period.

2. If the Terrorism Exclusion set forth by this endorsement becomes effective, this Terrorism Exclusion:
 - a. supersedes any other endorsements that address "certified acts of terrorism", "certified terrorism loss", "non-certified acts of terrorism", and or "non-certified terrorism loss" that also apply to the Coverage Part to which this endorsement applies, but only with respect to loss or damage caused by one or more incidents of terrorism that occur on or after the effective date of this Terrorism Exclusion; and
 - b. remains in effect unless "we" notify "you" of changes to this Terrorism Exclusion.

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3. If none of the conditions described above under items 1.a. and 1.b. occur, any other endorsements that address "certified acts of terrorism", "certified terrorism loss", "non-certified acts of terrorism", and or "non-certified terrorism loss" that also apply to the Coverage Part to which this endorsement applies continue to apply until "we" notify "you" of changes to such other endorsements.
4. The word terrorism, when shown in this endorsement in quotation marks, has the following meaning:
 "Terrorism" means activities against persons, organizations, or property of any nature:
 - a. that involve the following or preparation for the following:
 - 1) use or threat of force or violence; or
 - 2) commission or threat of a dangerous act; or
 - 3) commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and
 - b. when one or both of the following applies:
 - 1) the effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
 - 2) it appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social, or economic objectives, or to express (or express opposition to) a philosophy or ideology.

5. The following exclusion is added:

TERRORISM EXCLUSION

"We" will not pay for loss or damage caused directly or indirectly by "terrorism", including action in hindering or defending against an actual or expected incident of "terrorism". Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage.

This exclusion applies only when one or more of the following are attributed to an incident of "terrorism":

- a. the "terrorism" is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation, or radioactive contamination; or
 - b. radioactive material is released, and it appears that one purpose of the "terrorism" was to release such material; or
 - c. the "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
 - d. pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "terrorism" was to release such materials.
6. When the Terrorism Exclusion set forth by this endorsement applies due to an incident of "terrorism" described above under items 5.a. or 5.b., that Terrorism Exclusion supersedes the Nuclear Hazard Exclusion in the Coverage Part to which this endorsement applies.

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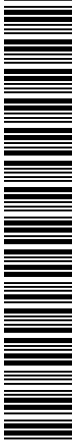
7. The following provisions are added.

a. Neither the "terms" of this endorsement nor the "terms" of any other terrorism endorsement attached to the Coverage Part to which this endorsement applies provide coverage for any loss or damage that would otherwise be excluded by that Coverage Part under:

- 1) exclusions that address war, military action, or nuclear hazard; or
- 2) any other exclusion.

b. The absence of any other terrorism endorsement does not imply coverage for any loss or damage that would otherwise be excluded by the Coverage Part to which this endorsement applies under:

- 1) exclusions that address war, military action, or nuclear hazard; or
- 2) any other exclusion.



This endorsement changes the Inland Marine Coverage. **PLEASE READ THIS CAREFULLY.**

MORTGAGEHOLDERS SCHEDULE

(The entries required to complete this schedule will be shown below or on the "schedule of coverages").

SCHEDULE

Location Number

1

Described Premise

3750 Highway 80 W

Jackson

MS

392097504

Covered Property

Builder's Risk

Name and Address of Mortgageholder

SYNERGY BANK

PO BOX 2166

HOUMA

LA

70360

AAIS
IM 2049 08 09
Page 1 of 1

This endorsement changes
the policy
--PLEASE READ THIS CAREFULLY--

AMENDATORY ENDORSEMENT MISSISSIPPI

1. Under Coverage Extensions, Defense Costs, if applicable, is amended to include the following:

The expenses "we" incur under Defense Costs will not reduce the applicable "limit" for coverage described under Property Covered.
2. In all coverage forms except Cold Storage Locker Coverage, Contingent Cargo Coverage, Motor Truck Cargo Legal Liability Coverage, Riggers' Legal Liability Coverage, and Warehouse Legal Liability Coverage, under Other Conditions, paragraph b. of Suit Against Us is deleted and replaced by the following:
 - b. the suit has been brought within three years after "you" first have knowledge of the loss.

BUILDERS' RISK COVERAGE REHABILITATION AND RENOVATION FORM

In this coverage form, the words "you" and "your" mean the persons or organizations named as the insured on the declarations and the words "we", "us", and "our" mean the company providing this coverage.

Refer to the Definitions section at the end of this coverage form for additional words and phrases that have special meaning. These words and phrases are shown in quotation marks.

AGREEMENT

In return for "your" payment of the required premium, "we" provide the coverage described herein subject to all the "terms" of the Builders' Risk Coverage. This coverage is also subject to the "schedule of coverages" and additional policy conditions relating to assignment or transfer of rights or duties, cancellation, changes or modifications, inspections, and examination of books and records.

Endorsements and schedules may also apply. They are identified on the "schedule of coverages".

PROPERTY COVERED

"We" cover the following property unless the property is excluded or subject to limitations.

Rehabilitation And Renovation -- "We" cover buildings or structures while in the course of rehabilitation or renovation as described below.

1. Coverage --

- a. **Existing Building** -- If coverage for Existing Building is indicated on the "schedule of coverages", "we" cover direct physical loss caused by a covered peril to an "existing building" while in the course of rehabilitation or renovation.
- b. **Building Materials** -- While "existing buildings" are in the course of rehabilitation or renovation, "we" cover direct physical loss caused by a covered peril to "building materials".

2. Coverage Limitations --

- a. **Described Jobsite** -- "We" only cover "existing buildings" and "building materials" at the "jobsite" described on the "schedule of coverages".
- b. **Vacant Building** -- Refer to the "schedule of coverages" for a description of the limitation on a vacant "existing building".

3. Limits --

- a. **Existing Buildings** -- The most "we" pay in any one occurrence for loss to an "existing building" is the Existing Buildings Limit indicated on the "schedule of coverages".
 - b. **Building Materials** -- The most "we" pay in any one occurrence for loss to "building materials" is the Building Materials Limit indicated on the "schedule of coverages".
-

PROPERTY NOT COVERED

1. **Aircraft Or Watercraft** -- "We" do not cover aircraft or watercraft.
-

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2. **Contraband** -- "We" do not cover contraband or property in the course of illegal transportation or trade.
3. **Excavations, Grading, Filling, Pipes, Flues, And Drains** -- "We" do not cover:
 - a. the cost of excavations, grading, or filling; and
 - b. underground pipes; flues; and drains.
4. **Land** -- "We" do not cover land including land on which covered property is located.
5. **Money And Securities** -- "We" do not cover accounts, bills, currency, food stamps, or other evidences of debt, lottery tickets not held for sale, money, notes, or securities.
6. **Roadways And Walkways** -- "We" do not cover walkways, roadways, and other paved surfaces that are not adjacent to and not part of a covered building or structure.
7. **Standing Building Or Structure** -- Except for "existing building", "we" do not cover any:
 - a. standing building or structure; or
 - b. part of a standing building or structure that has been wholly or partially constructed, erected, or fabricated prior to the inception of this policy.
8. **Trees, Shrubs, And Plants** -- "We" do not cover trees, shrubs, plants, or lawns.
9. **Waterborne Property** -- "We" do not cover property while waterborne except while in transit in the custody of a carrier for hire.
10. **Vehicles** -- "We" do not cover automobiles or any self-propelled vehicles that are designed for highway use.

COVERAGE EXTENSIONS

Provisions That Apply To Coverage Extensions --

The following Coverage Extensions indicate an applicable "limit". This "limit" may also be shown on the "schedule of coverages".

If a different "limit" is indicated on the "schedule of coverages", that "limit" will apply instead of the "limit" shown below.

However, if no "limit" is indicated for a Coverage Extension within this coverage form, coverage is provided up to the full "limit" for the applicable covered property unless a different "limit" is indicated on the "schedule of coverages".

Unless otherwise indicated, the coverages provided below are part of and not in addition to the applicable "limit" for coverage described under Property Covered.

The "limit" provided under a Coverage Extension cannot be combined or added to the "limit" for any other Coverage Extension or Supplemental Coverage including a Coverage Extension or Supplemental Coverage that is added to this policy by endorsement.

If coinsurance provisions are part of this policy, the following coverage extensions are not subject to and not considered in applying coinsurance conditions.

1. Debris Removal --

- a. **Coverage** -- "We" pay the cost to remove the debris of covered property that is caused by a covered peril.
- b. **We Do Not Cover** -- This coverage does not include costs to:
 - 1) extract "pollutants" from land or water; or
 - 2) remove, restore, or replace polluted land or water.

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- c. **Limit** -- "We" do not pay any more under this coverage than 25% of the amount "we" pay for the direct physical loss. "We" will not pay more for loss to property and debris removal combined than the "limit" for the damaged property.
- d. **Additional Limit** -- "We" pay up to an additional \$5,000 for debris removal expense when the debris removal expense exceeds 25% of the amount "we" pay for direct physical loss or when the loss to property and debris removal combined exceeds the "limit" for the damaged property.
- e. **You Must Report Your Expenses** -- "We" do not pay any expenses unless they are reported to "us" in writing within 180 days from the date of direct physical loss to covered property.

2. Limited Fungus Coverage --

- a. **Coverage** -- "We" pay for direct physical loss to covered property caused by or relating to the existence of or any activity of "fungus".
- b. **Coverage Limitation** -- "We" only cover loss caused by "fungus":
 - 1) when the "fungus" is the result of:
 - a) a "specified peril" other than fire or lightning; or
 - b) "flood" (if the Flood Coverage is provided under this policy);
 that occurs during the policy period; and
 - 2) if all reasonable steps were taken to protect the property from additional damage at and after the time of the occurrence.
- c. **Limit** -- The most "we" pay for all losses at all buildings or structures is \$15,000, unless another "limit" is indicated on the "schedule of coverages". The Limited Fungus Limit applies regardless of the number of claims made.

The Limited Fungus Limit applies regardless of the number of locations or buildings or structures insured under this policy.

The Limited Fungus Limit is the most that "we" pay for the total of all loss or damage arising out of all occurrences of "specified perils", other than fire or lightning, or "flood" (if applicable) during each separate 12-month period beginning with the inception date of this policy.

- d. **If The Policy Period Is Extended** -- If the policy period is extended for an additional period of less than 12 months, this additional period will be considered part of the preceding period for the purpose of determining the Limited Fungus Limit.
- e. **Recurrence And Continuation Of Fungus** -- Limited Fungus Limit is the most that "we" pay with respect to a specific occurrence of a loss that results in "fungus" even if such "fungus" recurs or continues to exist during this or any future policy period.
- f. **Limit Applies To Other Costs Or Expenses** -- Limited Fungus Limit also applies to any cost or expense to:
 - 1) clean up, contain, treat, detoxify, or neutralize "fungus" on covered property or remove "fungus" from covered property;
 - 2) remove and replace those parts of covered property necessary to gain access to "fungus"; and
 - 3) test for the existence or level of "fungus" following the repair, replacement, restoration, or removal of damaged property if it is reasonable to believe that "fungus" is present.

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- g. Loss Not Caused By Fungus --** If there is a covered loss or damage to covered property not caused by "fungus", loss payment will not be limited by the "terms" of this coverage extension. However, to the extent that "fungus" causes an increase in the loss, that increase is subject to the "terms" of this coverage extension.

SUPPLEMENTAL COVERAGES

Provisions That Apply To Supplemental Coverages -- The following Supplemental Coverages indicate an applicable "limit". This "limit" may also be shown on the "schedule of coverages".

If a different "limit" is indicated on the "schedule of coverages", that "limit" will apply instead of the "limit" shown below.

However, if no "limit" is indicated for a Supplemental Coverage within this coverage form, coverage is provided up to the full "limit" for the applicable covered property unless a different "limit" is indicated on the "schedule of coverages".

Unless otherwise indicated, a "limit" for a Supplemental Coverage provided below is separate from, and not part of, the applicable "limit" for coverage described under Property Covered.

The "limit" available for coverage described under a Supplemental Coverage:

- a. is the only "limit" available for the described coverage; and
- b. is not the sum of the "limit" indicated for a Supplemental Coverage and the "limit" for coverage described under Property Covered.

The "limit" provided under a Supplemental Coverage cannot be combined or added to the "limit" for any other Supplemental Coverage or Coverage Extension including a Supplemental Coverage or Coverage Extension that is added to this policy by endorsement.

If coinsurance provisions are part of this policy, the following supplemental coverages are not subject to and not considered in applying coinsurance conditions.

1. Pollutant Cleanup And Removal --

- a. **Coverage --** "We" pay "your" expense to extract "pollutants" from land or water if the discharge, dispersal, seepage, migration, release, or escape of the "pollutants" is caused by a covered peril that occurs during the policy period.
- b. **Time Limitation --** The expenses to extract "pollutants" are paid only if they are reported to "us" in writing within 180 days from the date the covered peril occurs.
- c. **We Do Not Cover --** "We" do not pay the cost of testing, evaluating, observing, or recording the existence, level, or effects of "pollutants".
However, "we" pay the cost of testing that is necessary for the extraction of "pollutants" from land or water.
- d. **Limit --** The most "we" pay for each location is \$10,000 for the sum of all such expenses arising out of a covered peril occurring during each separate 12-month period of this policy.

2. Temporary Storage Locations --

- a. **Coverage --** "We" cover direct physical loss caused by a covered peril to materials and supplies that will become a permanent part of a covered building or structure while they are temporarily in storage at a location that is not described on the "schedule of coverages".

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b. **We Do Not Cover** -- "We" do not cover property in storage if the property has not been specifically allocated to or otherwise identified with a covered building or structure.

c. **Limit** -- The most "we" pay in any one occurrence for loss to property at a temporary storage location is \$10,000.

3. Transit --

a. **Coverage** -- "We" cover direct physical loss caused by a covered peril to materials and supplies that will become a permanent part of a covered building or structure while in transit.

b. **Limit** -- The most "we" pay in any one occurrence for loss to property in transit is \$10,000.

PERILS COVERED

"We" cover risks of direct physical loss unless the loss is limited or caused by a peril that is excluded.

PERILS EXCLUDED

1. "We" do not pay for loss or damage caused directly or indirectly by one or more of the following excluded causes or events. Such loss or damage is excluded regardless of other causes or events that contribute to or aggravate the loss, whether such causes or events act to produce the loss before, at the same time as, or after the excluded causes or events.

a. **Civil Authority** -- "We" do not pay for loss caused by order of any civil authority, including seizure, confiscation, destruction, or quarantine of property.

"We" do cover loss resulting from acts of destruction by the civil authority to prevent the spread of fire, unless the fire is caused by a peril excluded under this coverage.

b. **Earth Movement** -- "We" do not pay for loss caused by any "earth movement".

However, if eruption, explosion, or effusion of a volcano results in "volcanic action", "we" will pay for the loss or damage caused by that "volcanic action".

If "earth movement" results in fire, "we" will pay for the loss or damage caused by that fire. If "earth movement" (other than eruption, explosion, or effusion of a volcano) results in explosion, "we" will pay for the loss or damage caused by that explosion.

This exclusion does not apply to covered property while in transit.

c. **Flood** -- "We" do not pay for loss caused by "flood".

However, if "flood" results in fire, explosion, or sprinkler leakage, "we" will pay for the loss or damage caused by that fire, explosion, or sprinkler leakage.

This exclusion does not apply to covered property while in transit.

d. **Fungus** -- Except as provided under Coverage Extensions - Limited Fungus Coverage, "we" do not pay for loss, cost, or expense caused by or relating to the existence of or any activity of "fungus".

But if "fungus" results in a "specified peril", we cover loss or damage caused by that "specified peril".

This exclusion does not apply to:

- 1) loss that results from fire or lightning; or
- 2) collapse caused by hidden decay.

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e. **Nuclear Hazard** -- "We" do not pay for loss caused by or resulting from a nuclear reaction, nuclear radiation, or radioactive contamination (whether controlled or uncontrolled; whether caused by natural, accidental, or artificial means). Loss caused by nuclear hazard is not considered loss caused by fire, explosion, or smoke. Direct loss by fire resulting from the nuclear hazard is covered.

f. **Ordinance Or Law** -- "We" do not pay for loss or increased cost caused by enforcement of any code, ordinance, or law regulating the use, construction, or repair of any building or structure; or requiring the demolition of any building or structure including the cost of removing its debris.

"We" do not pay for loss regardless if the loss is caused by or results from the:

- 1) enforcement of any code, ordinance, or law even if a building or structure has not been damaged; or
- 2) increased costs that "you" incur because of "your" compliance with a code, ordinance, or law during the construction, repair, rehabilitation, remodeling, or razing of a building or structure, including the removal of debris, following a direct physical loss to the property.

g. **Penalties** -- "We" do not pay for loss caused by penalties for non-completion or non-compliance with any contract terms or conditions.

h. **Sewer Backup And Water Below The Surface** -- "We" do not pay for loss caused by:

- 1) water that backs up through or overflows from a sewer, drain, or sump; or
- 2) water below the surface of the ground, including but not limited to water that exerts pressure on or flows, seeps, or leaks through or into a building or structure.

If sewer backup or water below the surface of the ground results in fire, explosion, or theft, "we" will pay for the loss or damage caused by that fire, explosion, or theft.

This exclusion does not apply to covered property while in transit.

i. **War And Military Action** -- "We" do not pay for loss caused by:

- 1) war, including undeclared war or civil war; or
- 2) a warlike action by a military force, including action taken to prevent or defend against an actual or expected attack, by any government, sovereign, or other authority using military personnel or other agents; or
- 3) insurrection, rebellion, revolution, or unlawful seizure of power including action taken by governmental authority to prevent or defend against any of these.

With regard to any action that comes within the "terms" of this exclusion and involves nuclear reaction, nuclear radiation, or radioactive contamination, this War and Military Action Exclusion will apply in place of the Nuclear Hazard Exclusion.

2. "We" do not pay for loss or damage that is caused by or results from one or more of the following:

a. **Collapse** -- "We" do not pay for loss caused by collapse, except as provided under Other Coverages - Collapse.

But if collapse results in a covered peril, "we" cover the loss or damage caused by that covered peril.

This exclusion does not apply to covered property while in transit.

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- b. Contamination Or Deterioration -- "We"** do not pay for loss caused by contamination or deterioration including corrosion, decay, rust, or any quality, fault, or weakness in covered property that causes it to damage or destroy itself.
- c. Criminal, Fraudulent, Dishonest, Or Illegal Acts -- "We"** do not pay for loss caused by or resulting from criminal, fraudulent, dishonest, or illegal acts committed alone or in collusion with another by:
- 1) "you";
 - 2) others who have an interest in the property;
 - 3) others to whom "you" entrust the property;
 - 4) "your" partners, officers, directors, trustees, joint venturers, or "your" members or managers if "you" are a limited liability company; or
 - 5) the employees or agents of 1), 2), 3), or 4) above, whether or not they are at work.

This exclusion does not apply to acts of destruction by "your" employees, but "we" do not pay for theft by employees.

This exclusion does not apply to covered property in the custody of a carrier for hire.

- d. Defects, Errors, And Omissions -- "We"** do not pay for loss caused by an act, defect, error, or omission (negligent or not) relating to:
- 1) design or specifications; or
 - 2) planning, zoning, development, siting, surveying, grading, or compaction.
- But if an act, defect, error, or omission as described above results in a "specified peril", "we" do cover the loss or damage caused by that "specified peril".
- e. Electrical Currents -- "We"** do not pay for loss caused by arcing or by electrical currents other than lightning.

But if arcing or electrical currents other than lightning result in a "specified peril", "we" do cover the loss or damage caused by that "specified peril".

- f. Explosion, Rupture, Or Bursting -- "We"** do not pay for loss caused by explosion, rupture, or bursting of steam boilers, steam or gas turbines, steam pipes, or steam engines. This exclusion applies only to loss or damage to the steam boilers, steam or gas turbines, steam pipes, or steam engines in which the loss occurred.
- g. Freezing -- "We"** do not pay for loss caused by water; other liquids; powder; or molten material that leaks or flows from plumbing, heating, air-conditioning systems, or appliances other than fire protective systems caused by freezing.
- This does not apply if "you" use reasonable care to maintain heat in the building or structure; or "you" drain the equipment and turn off the supply if the heat is not maintained.
- h. Loss Of Use -- "We"** do not pay for loss caused by or resulting from loss of use, delay, or loss of market.
- i. Materials And Workmanship -- "We"** do not pay for loss caused by faulty, inadequate, or defective materials or workmanship. But if loss by a fire or explosion results, "we" pay for the resulting loss.
- j. Mechanical Breakdown -- "We"** do not pay for loss caused by mechanical breakdown or rupturing or bursting of moving parts of machinery caused by centrifugal force.

But if a mechanical breakdown or rupturing or bursting of parts of machinery caused by centrifugal force results in a "specified peril", "we" do cover the loss or damage caused by that "specified peril".

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- k. Missing Property** -- "We" do not pay for missing property where the only proof of loss is unexplained or mysterious disappearance of covered property, or shortage of property discovered on taking inventory, or any other instance where there is no physical evidence to show what happened to the covered property.

This exclusion does not apply to covered property in the custody of a carrier for hire.

- l. Pollutants** -- "We" do not pay for loss caused by or resulting from release, discharge, seepage, migration, dispersal, or escape of "pollutants":

- 1) unless the release, discharge, seepage, migration, dispersal, or escape is caused by a "specified peril"; or
- 2) except as specifically provided under the Supplemental Coverages - Pollutant Cleanup and Removal.

"We" do cover any resulting loss caused by a "specified peril".

- m. Rain, Snow, Ice, Or Sleet** -- "We" do not pay for loss caused by or resulting from rain, snow, ice, or sleet to property in the open that is not part of the permanent building or structure.

This exclusion does not apply to covered property in the custody of a carrier for hire.

- n. Settling, Cracking, Shrinking, Bulging, Or Expanding** -- "We" do not pay for loss caused by settling, cracking, shrinking, bulging, or expanding of pavements, foundations, walls, ceilings, glass, or roofs.

But if loss by a covered peril results, "we" pay for the resulting loss.

- o. Temperature/Humidity** -- "We" do not pay for loss caused by dryness, dampness, humidity, or changes in or extremes of temperature.

- p. Testing** -- "We" do not pay for loss caused by testing of covered property. Testing includes, but is not limited to, start-up, performance, stress, pressure, or overload testing of materials, supplies, machinery, fixtures, and equipment.

- q. Voluntary Parting** -- "We" do not pay for loss caused by or resulting from voluntary parting with title to or possession of any property because of any fraudulent scheme, trick, or false pretense.

- r. Wear And Tear** -- "We" do not pay for loss caused by wear and tear, marring, or scratching.

OTHER COVERAGES

Collapse --

- 1. Coverage** -- "We" pay for loss caused by direct physical loss involving collapse of buildings or structures while in the course of rehabilitation or renovation including:

- a. any part of buildings or structures; or
- b. personal property inside of buildings or structures.

- 2. Covered Perils** -- "We" only cover collapse of buildings or structures while in the course of rehabilitation or renovation if the collapse is caused by one or more of the following perils:

- a. "specified perils" only as insured against in this coverage form;
- b. hidden decay, unless "you" know of the presence of the decay prior to the collapse;
- c. hidden insect or vermin damage, unless "you" know of the damage prior to the collapse;
- d. weight of people or personal property;

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- e. weight of rain that collects on a roof; or
 - f. use of defective materials.
3. **Collapse Means** -- Collapse means a sudden and unexpected falling in or caving in of buildings or structures, including any portion of buildings or structures, while in the course of rehabilitation or renovation with the result that rehabilitation or renovation cannot be completed as intended.
4. **Collapse Does Not Mean** -- The following are not considered to be in a state of collapse:
- a. a building or structure that is standing or any portion of a building or structure that is standing even if it displays evidence of bending, bulging, cracking, expansion, leaning, sagging, settling, or shrinkage;
 - b. a building or structure or any portion of a building or structure in danger of falling in or caving; and
 - c. a portion of a building or structure that is standing even if it has separated from another portion of the building or structure.
5. **Limited Fungus Coverage Does Not Increase/Decrease Coverage** -- The "terms" under Coverage Extension - Limited Fungus Coverage do not increase or decrease the coverage for Collapse.

WHAT MUST BE DONE IN CASE OF LOSS

1. **Notice** -- In case of a loss, "you" must:
- a. give "us" or "our" agent prompt notice including a description of the property involved ("we" may request written notice); and
 - b. give notice to the police when the act that causes the loss is a crime.
2. **You Must Protect Property** -- "You" must take all reasonable steps to protect covered property at and after an insured loss to avoid further loss.
- a. **Payment Of Reasonable Costs** -- "We" do pay the reasonable costs incurred by "you" for necessary repairs or emergency measures performed solely to protect covered property from further damage by a peril insured against if a peril insured against has already caused a loss to covered property. "You" must keep an accurate record of such costs. "Our" payment of reasonable costs does not increase the "limit".
 - b. **We Do Not Pay** -- "We" do not pay for such repairs or emergency measures performed on property which has not been damaged by a peril insured against.
3. **Proof Of Loss** -- "You" must send "us", within 60 days after "our" request, a signed, sworn proof of loss. This must include the following information:
- a. the time, place, and circumstances of the loss;
 - b. other policies of insurance that may cover the loss;
 - c. "your" interest and the interests of all others in the property involved, including all mortgages and liens;
 - d. changes in title of the covered property during the policy period; and
 - e. estimates, specifications, inventories, and other reasonable information that "we" may require to settle the loss.
4. **Examination** -- "You" must submit to examination under oath in matters connected with the loss as often as "we" reasonably request and give "us" sworn statements of the answers. If more than one person is examined, "we" have the right to examine and receive statements separately and not in the presence of others.

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5. **Records** -- "You" must produce records, including tax returns and bank microfilms of all canceled checks relating to value, loss, and expense and permit copies and extracts to be made of them as often as "we" reasonably request.
6. **Damaged Property** -- "You" must exhibit the damaged and undamaged property as often as "we" reasonably request and allow "us" to inspect or take samples of the property.
7. **Volunteer Payments** -- "You" must not, except at "your" own expense, voluntarily make any payments, assume any obligations, pay or offer any rewards, or incur any other expenses except as respects protecting property from further damage.
8. **Abandonment** -- "You" may not abandon the property to "us" without "our" written consent.
9. **Cooperation** -- "You" must cooperate with "us" in performing all acts required by this policy.

VALUATION

1. Existing Building --

- a. **Stated Value** -- If Stated Value is indicated on the "schedule of coverages" for Existing Building, the value of an "existing building" that is in the course of rehabilitation or renovation will be valued at the "limit" shown for "existing building" on the "schedule of coverages".
- b. **Actual Cash Value** -- If Actual Cash Value is indicated on the "schedule of coverages" for Existing Building, the value of an "existing building" that is in the course of rehabilitation or renovation will be based on the actual cash value at the time of loss (with a deduction for depreciation).

2. Building Materials --

- a. **Actual Cash Value** -- The value of "building materials" will be based on the actual cash value at the time of loss (with a deduction for depreciation).
- b. **Actual Cash Value Includes** -- The actual cash value includes:
 - 1) materials and labor;
 - 2) delivery charges;
 - 3) reasonable overhead and profit; and
 - 4) related construction costs that are incurred as a result of a loss but only if such costs have been included as part of the "limit" for Building Materials.

3. **Pair Or Set** -- The value of a lost or damaged article that is part of a pair or set is based on a reasonable proportion of the value of the entire pair or set. The loss is not considered a total loss of the pair or set.

4. **Loss To Parts** -- The value of a lost or damaged part of an item that consists of several parts when it is complete is based on the value of only the lost or damaged part or the cost to repair or replace it.

HOW MUCH WE PAY

1. **Insurable Interest** -- "We" do not cover more than "your" insurable interest in any property.
2. **Deductible** -- "We" pay only that part of "your" loss over the deductible amount indicated on the "schedule of coverages" in any one occurrence.
3. **Loss Settlement Terms** -- Subject to paragraphs 1., 2., 4., 5., and 6. under How Much We Pay, "we" pay the lesser of:
 - a. the amount determined under Valuation;
 - b. the cost to repair, replace, or rebuild the property with material of like kind and quality to the extent practicable; or

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- c. the "limit" that applies to the covered property.

4. Coinsurance --

- a. **When Coinsurance Applies** -- "We" only pay a part of the loss if the "limit" is less than 100% of the estimated completed value of "building materials".
- b. **How We Determine Our Part Of The Loss** -- "Our" part of the loss is determined using the following steps:
 - 1) determine the 100% expected completed value of "building materials", this figure is based on the estimated value of the property at completion of construction had no loss occurred;
 - 2) divide the "limit" for "building materials" by the result determined in **b.1)** above;
 - 3) multiply the total amount of loss, after the application of any deductible, by the result determined in **b.2)** above.

The most "we" pay is the amount determined in **b.3)** above or the Building Materials Limit, whichever is less. "We" do not pay any remaining part of the loss.

- c. **If There Is More Than One Limit** -- If there is more than one Building Materials Limit indicated on the "schedule of coverages" for this coverage part, this procedure applies separately to each "limit".
- d. **If There Is Only One Limit** -- If there is only one "limit" indicated on the "schedule of coverages" for this coverage, this procedure applies to the total of all "building materials" to which the "limit" applies.

- 5. **Insurance Under More Than One Coverage** -- If more than one coverage of this policy insures the same loss, "we" pay no more than the actual claim, loss, or damage sustained.

6. Insurance Under More Than One Policy --

- a. **Proportional Share** -- "You" may have another policy subject to the same "terms" as this policy. If "you" do, "we" will pay "our" share of the covered loss. "Our" share is the proportion that the applicable "limit" under this policy bears to the "limit" of all policies covering on the same basis.
- b. **Excess Amount** -- If there is another policy covering the same loss, other than that described above, "we" pay only for the amount of covered loss in excess of the amount due from that other policy, whether "you" can collect on it or not. But "we" do not pay more than the applicable "limit".

LOSS PAYMENT

1. Loss Payment Options --

- a. **Our Options** -- In the event of loss covered by this coverage form, "we" have the following options:
 - 1) pay the value of the lost or damaged property;
 - 2) pay the cost of repairing or replacing the lost or damaged property;
 - 3) rebuild, repair, or replace the property with other property of equivalent kind and quality, to the extent practicable, within a reasonable time; or
 - 4) take all or any part of the property at the agreed or appraised value.
- b. **Notice Of Our Intent To Rebuild, Repair, Or Replace** -- "We" must give "you" notice of "our" intent to rebuild, repair, or replace within 30 days after receipt of a duly executed proof of loss.

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2. Your Losses --

- a. Adjustment And Payment Of Loss --** "We" adjust all losses with "you". Payment will be made to "you" unless another loss payee is named in the policy.
- b. Conditions For Payment Of Loss --** An insured loss will be payable 30 days after:
- 1) a satisfactory proof of loss is received; and
 - 2) the amount of the loss has been established either by written agreement with "you" or the filing of an appraisal award with "us".

3. Property Of Others --

- a. Adjustment And Payment Of Loss To Property Of Others --** Losses to property of others may be adjusted with and paid to:
- 1) "you" on behalf of the owner; or
 - 2) the owner.
- b. We Do Not Have To Pay You If We Pay The Owner --** If "we" pay the owner, "we" do not have to pay "you". "We" may also choose to defend any suits brought by the owners at "our" expense.

OTHER CONDITIONS

- 1. Appraisal --** If "you" and "we" do not agree on the amount of the loss or the value of covered property, either party may demand that these amounts be determined by appraisal.

If either makes a written demand for appraisal, each will select a competent, independent appraiser and notify the other of the appraiser's identity within 20 days of receipt of the written demand. The two appraisers will then select a competent, impartial umpire. If the two appraisers are unable to agree upon an umpire within 15 days, "you" or "we" can ask a judge of a court of record in the state where the property is located to select an umpire.

The appraisers will then determine and state separately the amount of each loss.

The appraisers will also determine the value of covered property items at the time of the loss, if requested.

If the appraisers submit a written report of any agreement to "us", the amount agreed upon will be the amount of the loss. If the appraisers fail to agree within a reasonable time, they will submit only their differences to the umpire. Written agreement so itemized and signed by any two of these three, sets the amount of the loss.

Each appraiser will be paid by the party selecting that appraiser. Other expenses of the appraisal and the compensation of the umpire will be paid equally by "you" and "us".

- 2. Benefit To Others --** Insurance under this coverage will not directly or indirectly benefit anyone having custody of "your" property.
- 3. Conformity With Statute --** When a condition of this coverage is in conflict with an applicable law, that condition is amended to conform to that law.
- 4. Estates --** This provision applies only if the insured is an individual.
- a. Your Death --** On "your" death, "we" cover the following as an insured:
- 1) the person who has custody of "your" property until a legal representative is qualified and appointed; or

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2) "your" legal representative.

This person or organization is an insured only with respect to property covered by this coverage.

b. Policy Period Is Not Extended -- This coverage does not extend past the policy period indicated on the declarations.

5. Misrepresentation, Concealment, Or Fraud -- This coverage is void as to "you" and any other insured if, before or after a loss:

a. "you" or any other insured have willfully concealed or misrepresented:

1) a material fact or circumstance that relates to this insurance or the subject thereof; or

2) "your" interest herein.

b. there has been fraud or false swearing by "you" or any other insured with regard to a matter that relates to this insurance or the subject thereof.

6. Policy Period -- "We" pay for a covered loss that occurs during the policy period.

7. Recoveries -- If "we" pay "you" for the loss and lost or damaged property is recovered, or payment is made by those responsible for the loss, the following provisions apply:

a. "you" must notify "us" promptly if "you" recover property or receive payment;

b. "we" must notify "you" promptly if "we" recover property or receive payment;

c. any recovery expenses incurred by either are reimbursed first;

d. "you" may keep the recovered property but "you" must refund to "us" the amount of the claim paid or any lesser amount to which "we" agree; and

e. if the claim paid is less than the agreed loss due to a deductible or other limiting "terms" of this policy, any recovery will be prorated between "you" and "us" based on "our" respective interest in the loss.

8. Restoration Of Limits -- Except as indicated under Limited Fungus Coverage, a loss "we" pay under this coverage does not reduce the applicable "limits".

9. Subrogation -- If "we" pay for a loss, "we" may require "you" to assign to "us" "your" right of recovery against others. "You" must do all that is necessary to secure "our" rights. "We" do not pay for a loss if "you" impair this right to recover.

"You" may waive "your" right to recover from others in writing before a loss occurs.

10. Suit Against Us -- No one may bring a legal action against "us" under this coverage unless:

a. all of the "terms" of this coverage have been complied with; and

b. the suit has been brought within two years after "you" first have knowledge of the loss.

If any applicable law makes this limitation invalid, then suit must begin within the shortest period permitted by law.

11. Territorial Limits -- "We" cover property while it is in the United States of America, its territories and possessions, Canada, and Puerto Rico.

12. Carriers For Hire -- "You" may accept bills of lading or shipping receipts issued by carriers for hire that limit their liability to less than the replacement cost or actual cash value of the covered property.

ADDITIONAL COVERAGE LIMITATIONS

1. **Occupancy And Use** -- "We" do not provide coverage under this policy if, without "our" prior written consent, an "existing building" is:
 - a. occupied in whole or in part; or
 - b. put to its intended use.
2. **When Coverage Ceases** -- Refer to the "schedule of coverages" for a list of conditions that describe when coverage under this policy will end.

DEFINITIONS

1. "Building materials" means:
 - a. additions, alterations, improvements, or repairs to an "existing building"; and
 - b. materials, supplies, attachments, and fixtures that will become a permanent part of an "existing building".
2. "Earth movement" means:
 - a. earthquake;
 - b. landslide;
 - c. mine subsidence whether or not the non-natural mine is currently in use;
 - d. sinking (other than "sinkhole collapse"), shifting, or rising of earth including, but not limited to, erosion, expansion, shrinking, freezing, thawing, improper soil compaction, and movement of water under the surface of the ground that cause cracking, settling, or shifting of foundations, buildings, or structures; or
 - e. eruption, explosion, or effusion of a volcano.

3. "Existing building" means a building or structure that was constructed and standing prior to the inception of this policy and that will undergo renovation or rehabilitation.

An "existing building" only includes those parts of a standing building or structure that are intended to become a permanent part of the building or structure during renovation or rehabilitation.

4. "Flood" means a general and temporary condition of partial or complete inundation of land that is normally dry resulting from:
 - a. overflow of inland or tidal waters, waves, tidal waves or tsunamis, or spray that results from any of these, all whether driven by wind or not;
 - b. unusual and rapid accumulation or runoff of surface waters from any source; or
 - c. mudslides or mudflows if caused by:
 - 1) unusual and rapid accumulation or runoff of surface waters or waves; or
 - 2) currents of water exceeding anticipated cyclical levels.
5. "Fungus" means:
 - a. a fungus, including but not limited to mildew and mold;
 - b. a protist, including but not limited to algae and slime mold;
 - c. wet rot and dry rot;
 - d. a bacterium; or
 - e. a chemical, matter, or compound produced or released by a fungus, a protist, wet rot, dry rot, or a bacterium, including but not limited to toxins, spores, fragments, and metabolites such as microbial volatile organic compounds.
6. "Jobsite" means any location, project, or work site where "you" are in the process of renovating or rehabilitating a building or structure.

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7. "Limit" means the amount of coverage that applies.
8. "Pollutant" means:
- a. any solid, liquid, gaseous, thermal, or radioactive irritant or contaminant, including acids, alkalis, chemicals, fumes, smoke, soot, vapor, and waste. Waste includes materials to be recycled, reclaimed, or reconditioned, as well as disposed of; and
 - b. electrical or magnetic emissions, whether visible or invisible, and sound emissions.
9. "Schedule of coverages" means:
- a. all pages labeled schedule of coverages or schedules that pertain to this coverage; and
 - b. declarations or supplemental declarations that pertain to this coverage.
10. "Sinkhole collapse" means the sudden settlement or collapse of earth supporting the covered property into subterranean voids created by the action of water on a limestone or similar rock formation. It does not include the value of the land or the cost of filling sinkholes.
11. "Specified perils" means aircraft; civil commotion; explosion; falling objects; fire; hail; leakage from fire extinguishing equipment; lightning; riot; "sinkhole collapse"; smoke; sonic boom; vandalism; vehicles; "volcanic action"; water damage; weight of ice, snow, or sleet; and windstorm.
- Falling objects does not include loss to:
- a. personal property in the open; or
 - b. the interior of buildings or structures or to personal property inside buildings or structures unless the exterior of the roofs or walls are first damaged by a falling object.
- Water damage means the sudden or accidental discharge or leakage of water or steam as a direct result of breaking or cracking of a part of the system or appliance containing the water or steam.
12. "Terms" means all provisions, limitations, exclusions, conditions, and definitions that apply.
13. "Volcanic action" means airborne volcanic blast or airborne shock waves; ash, dust, or particulate matter; or lava flow.
- Volcanic action does not include the cost to remove ash, dust, or particulate matter that does not cause direct physical loss to the covered property.

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This endorsement changes
the Builders' Risk Coverage
-- PLEASE READ THIS CAREFULLY --

ORDINANCE OR LAW COVERAGE

(The entries required to complete this endorsement
will be shown below or on the "schedule of coverages".)

ORDINANCE OR LAW SCHEDULE

Limit

Demolition Of Undamaged Parts Of A Building

The most "we" pay in any one occurrence for
demolition of undamaged parts of a building is:

\$ Covered

Increased Cost To Repair And Cost To Demolish/Clear Site

The most "we" pay in any one occurrence for
Increased Cost To Repair And Cost To
Demolish/Clear Site is:

\$ 100,000

SUPPLEMENTAL COVERAGES

Ordinance Or Law --

1. Undamaged Parts Of A Building --

- a. **Coverage** -- When a covered peril occurs to a covered building or structure, "we" pay for the value of undamaged parts of a covered building or structure that is required to be demolished as a result of the enforcement of any ordinance, law, or decree that:

- 1) requires the demolition of undamaged parts of a covered building or structure that is damaged or destroyed by a covered peril;
- 2) regulates the construction or repair of a building or structure, or establishes building, zoning, or land use requirements at a "covered location"; and
- 3) is in force at the time of loss.

b. We Do Not Cover -- "We" do not cover:

- 1) the costs associated with the enforcement of any ordinance, law, or decree that requires "you" or anyone else to test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize or in any way respond to or assess the effects of "pollutants";
- 2) loss or increased cost caused by the enforcement of any ordinance, law, or decree that requires the reconstruction, repair, replacement, remodeling, remediation or razing of property due to the existence of or any activity of "fungus"; or
- 3) costs associated with the enforcement of any ordinance, law, or decree that requires "you" or anyone else to test for, monitor, clean up, remove, contain, treat, detoxify, neutralize, or in any way respond to or assess the effects of "fungus".

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- c. **Coverage Limitation** -- This coverage is part of and not in addition to the applicable "limit" for coverage described under Property Covered.
- d. **Limit** -- Refer to Ordinance or Law Schedule.
2. **Increased Cost To Repair And Cost To Demolish/Clear Site** --
- a. **Increased Cost To Repair** --
- 1) **Coverage** -- When a covered peril occurs to a covered building or structure, "we" cover the increased cost to repair, rebuild, or reconstruct:
- a) damaged portions of a covered building or structure; and
- b) undamaged portions of a covered building or structure whether or not those undamaged portions need to be demolished;
- as a result of the enforcement of building, zoning, or land use ordinance, law, or decree and is in force at the time when a covered peril occurs to a covered building or structure.
- 2) **If The Building Is Repaired Or Rebuilt** -- If a covered building or structure is repaired or rebuilt, it must be intended for similar occupancy as the current property, unless otherwise required by building, zoning, or land use ordinance, law, or decree.
- 3) **Coverage Limitation** -- "We" do not cover the increased cost of construction until the covered building or structure is actually repaired or replaced and unless the repairs or replacement are made as soon as reasonably possible after the loss, not to exceed two years.
- b. **Cost to Demolish And Clear Site** -- "We" cover the cost to demolish and clear the site of undamaged parts of the covered building or structure that is damaged or destroyed by a covered peril. The demolition must be a result of the enforcement of a building, zoning, or land use ordinance, law, or decree that is in force at the time when a covered peril occurs to a covered building or structure.
- c. **We Do Not Cover** -- "We" do not cover:
- 1) the costs associated with the enforcement of any ordinance, law, or decree:
- a) that requires "you" or anyone else to test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize or in any way respond to or assess the effects of "pollutants";
- b) that requires "you" or anyone else to test for, monitor, clean up, remove, contain, treat, detoxify, neutralize, or in any way respond to or assess the effects of "fungus"; or
- c) "you" were required to comply with before the covered peril occurred to a covered building or structure, even if the building or structure was undamaged and "you" failed to comply with the ordinance, law, or decree; or
- 2) loss or increased cost caused by the enforcement of any ordinance, law, or decree that requires the reconstruction, repair, replacement, remodeling, remediation or razing of property due to the existence of or any activity of "fungus".

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- d. **What We Pay If The Building Is Repaired Or Replaced** -- If the covered building or structure is repaired or replaced, "we" pay the lesser of:

- 1) the amount "you" actually spend to demolish and clear the site, plus the actual increased cost to repair, rebuild, or construct the property but not for more than a building or structure of the same height, floor area, and style; or
- 2) refer to Ordinance Or Law Schedule.

- e. **What We Pay If The Building Is Not Repaired Or Replaced** -- If the covered building or structure is not repaired or replaced, "we" pay the lesser of:

- 1) the amount "you" actually spend to demolish and clear the site; plus the cost "you" would have incurred to replace the damaged or destroyed property with other property:
 - a) of like kind, and quality;
 - b) of the same height, floor area, and style; and
 - c) used for the same purpose; or
- 2) refer to Ordinance Or Law Schedule.

PERILS EXCLUDED

The exclusion for Ordinance Or Law still applies except to the extent that coverage is provided under this endorsement.

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This endorsement changes
the Builders' Risk Coverage
-- PLEASE READ THIS CAREFULLY --

MORTGAGEHOLDERS ENDORSEMENT

ADDITIONAL CONDITIONS

Mortgage Provisions -- If a mortgagee (mortgage holder) is named in this policy, loss to covered buildings or structures will be paid to the mortgagee and "you" as their interest appears.

1. **More Than One Mortgagee** -- If more than one mortgagee is named, they will be paid in order of precedence.
2. **Insurance For Mortgagee Continues In Effect** -- The insurance for the mortgagee continues in effect even when "your" insurance may be void because of "your" acts, neglect, or failure to comply with the coverage "terms".
3. **Insurance For Mortgagee Does Not Continue In Effect** -- The insurance for the mortgagee does not continue in effect if the mortgagee is aware of changes in ownership or substantial increase in risk and does not notify "us".
4. **Notification To The Mortgagee If We Cancel The Policy** -- If "we" cancel this policy, "we" will notify the mortgagee of the cancellation.

The policy will continue in force for the benefit of the mortgagee only for 30 days after the mortgagee is notified.

5. **Request Premium Payment From The Mortgagee** -- "We" may request payment of the premium from the mortgagee if "you" fail to pay the premium.
6. **Payment To Mortgagee If Insurance Is Void** -- If "we" pay the mortgagee for a loss where "your" insurance may be void, the mortgagee's right to collect that portion of the mortgage debt from "you" then belongs to "us". This does not affect the mortgagee's right to collect the remainder of the mortgage debt from "you".

As an alternative, "we" may pay the mortgagee the remaining principal and accrued interest in return for a full assignment of the mortgagee's interest and any instruments given as security for the mortgage debt.

7. **Notification To The Mortgagee If We Non-Renew The Policy** -- If "we" choose not to renew this policy, "we" will give written notice to the mortgagee at least ten days before the expiration date of this policy.

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This endorsement changes the
Builders' Risk Coverage
-- PLEASE READ THIS CAREFULLY --

WINDSTORM DEDUCTIBLE

(The entries required to complete this endorsement
will be shown below or on the "schedule of coverages".)

WINDSTORM SCHEDULE

Windstorm Deductible (check one)

- ☒ Flat Deductible \$ 2500
☐ Percentage Deductible (check one)
☐ 1% ☐ 2% ☐ 5%

HOW MUCH WE PAY

In this endorsement windstorm refers to the weather events windstorm or hail.

The deductible provision under How Much We Pay is replaced by the provisions for Flat Deductible or Percentage Deductible when loss to covered property is caused by or results from windstorm or hail.

The Windstorm Deductible indicated on the Windstorm Schedule is applicable to loss or damage to covered property caused directly or indirectly by the peril of windstorm.

Loss or damage resulting from a covered weather condition, other than windstorm, will be considered to be caused by windstorm and will be considered part of the windstorm occurrence if the loss or damage would not have occurred without the weather conditions of windstorm.

- 1. Flat Deductible --** When a flat dollar deductible is indicated on the Windstorm Schedule, "we" pay only that part of "your" loss over the deductible amount in any one occurrence.

2. Percentage Deductible --

- a. Percentage --** When a 1%, 2%, or 5% deductible is indicated on the Windstorm Schedule, "we" pay only that part of "your" loss over the deductible amount in any one occurrence. The deductible amount is determined by applying the percentage indicated on the schedule to the value of the covered property that is involved in the loss.
- b. Value Determined At Time Of Loss --** Only as regards the determination of the Percentage Deductible, the value of covered property is determined at the time of loss or damage and in accordance with the provisions described under the Valuation section of the policy. The value of covered property is not based on the estimated completion value of the covered property.
- c. Deductible Applies Separately --** The percentage deductible applies separately to each covered building or structure.

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